

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF INSURANCE
215 WEST MAIN STREET/P.O. BOX 517
FRANKFORT, KENTUCKY 40602
502-564-6082 FAX 502-564-4604

SAFEKEEPING AGREEMENT

I. PARTIES AND PURPOSE

1. The parties to this agreement are the Department of Insurance and its successors, the _____ ("Bank"), _____
_____(Address), _____
_____("Insurer"), _____
_____(Address).

2. The purpose of this agreement is to provide for the safekeeping of the Insurer's assets deposited with the Bank pursuant to KRS Chapters 299, 303, and 304 as required by the Department.

II. THE INSURER

3. The Insurer's status is as follows and the Insurer will notify the Bank immediately of any change in the Insurer's status.

STATE OF INCORPORATION: _____

TAX I.D. NUMBER: _____

III. THE BANK

4. The Bank shall be a depository designated pursuant to KRS 304.8-090. The Bank's custodial functions hereunder shall be carried out by employees of the Bank. The Bank shall be audited annually by independent certified public accountants whose audit report, together with related financial statements, and a report on internal controls, shall be made available upon request to the Insurer and to the Department. The Bank shall at all times maintain blanket bond coverage relating to its custodial functions hereunder with limits equal to or exceeding those suggested by the American Bankers Association. The Capital and Surplus Funds of the Bank shall at all times equal or exceed Twenty-Five Million Dollars unless it is licensed and regulated by the Commonwealth of Kentucky, in which case its capital and surplus funds shall equal or exceed Ten Million Dollars.

5. Assets deposited hereunder shall be recognized as "special deposits" rather than "general deposits," and remain the specific property of the insurer, and shall not be subject to any creditor relationship of the Bank.

IV. ADMINISTRATION OF DEPOSITS

6. The Bank shall furnish its custodian services which include the safekeeping of the Insurer's assets, the collection of interest and dividends, and the clipping of coupons. The Bank shall notify the Insurer promptly as to information the Bank receives regarding redemptions, conversion privileges, and the issuance of rights for assets deposited hereunder. The Bank may provide other security clearance services on behalf of the Insurer subject to the prior approval of the Department. Bank records shall at all times show that the Insurer's assets in the Bank's custody are held pursuant to KRS 304.8-095 and that the Bank is not at any time under any duty or responsibility to supervise the investment of, or to advise or make any recommendation for the sale, purchase, or other disposition of, assets held by the Bank pursuant to KRS 304.8-095. It is understood that the Bank is not at any time under any duty or responsibility to see that payments are made by the issuer of the securities or that notices or demands are given or other action taken with regard to any asset in the account as to which a default has occurred, provided that the Bank has given prompt notice of such default to the Insurer.

7. Assets deposited hereunder shall be held subject to control and instructions of the Insurer, as approved by the Department. All directions with respect to the account will be signed

by an appropriate officer of the Insurer and signed and approved by the Department and shall be on a form prescribed by the Department and incorporated herein by reference. The Bank shall arrange for execution of transactions in assets deposited hereunder in accordance with the instructions of the Insurer as approved by the Department, and the Bank shall not exercise discretionary authority to effect transactions in assets deposited hereunder.

8. Except for income receivable on securities registered in the name of the Insurer, the Bank is authorized to receive all income and principal which may be due on the assets in the account. Such income shall be promptly paid to the Insurer, but such principal shall not be transferred to the Insurer except through instructions of the Insurer as approved by the Department.

9. During the course of the Bank's regular business hours, any independent certified public accountant selected by the Insurer or any representative of the Department shall be entitled to examine on the Bank's premises the Bank's records relating to assets deposited hereunder and the assets, but only upon furnishing the Bank with written instructions to that effect from the Department.

10. The Bank shall maintain records sufficient to determine and verify information relating to assets deposited hereunder that may be reported in the Insurer's annual statement and supporting schedules as filed with various regulatory authorities and in connection with any audit of the Insurer's financial statements.

11. The Bank shall provide appropriate safekeeping receipts with respect to assets deposited hereunder. Such safekeeping receipts shall be in a form to be agreed to by the parties.

12. The Bank shall furnish the Insurer and the Department with reports of holdings of assets deposited hereunder not more frequently than monthly nor less frequently than annually as of December 31 of each year.

13. The Bank is authorized to execute, as custodian, any certificates of ownership, declarations or other certificates required under any tax laws now or hereafter in effect, or pursuant to any other law or governmental regulation now or hereafter in effect, but the Bank shall furnish copies to the Insurer. The Bank is further authorized to supply any information regarding the account which is required by law or governmental regulation now or hereafter in effect without having received prior approval.

V. LIABILITY

14. The Bank shall indemnify the Insurer and the Department for any loss of assets deposited hereunder, except that the Bank shall not be so obligated to the extent that such loss was caused by other than the Bank's negligence or dishonesty. In the event that there is a loss of assets deposited hereunder for which the Bank is obligated to indemnify the Insurer and the Department as provided herein, the Bank shall promptly replace the assets or the value thereof.

15. The Bank shall not be liable for any failure to take any action required to be taken under this Agreement in the event and to the extent that the taking of such action is prevented or delayed by war (whether declared or not and including existing wars), revolution, insurrection, riot, civil commotion, act of God, accident, fire, explosion, stoppage of labor, strikes or other differences with employees, laws, regulations, orders, or other acts of any governmental authority, or any other cause whatever beyond the Bank's reasonable control.

VI. FEES

16. The Bank's fees will be as agreed between the Bank and the Insurer in writing from time to time. These fees shall be paid by the Insurer.

VII. TERMINATION

17. The Bank, the Department, or the Insurer with the Department's approval, may terminate this Agreement.

18. Notice of termination shall be in writing and shall be given not less than sixty (60) days prior to the effective date of termination. Notice of termination hereunder shall be effective

only upon receipt thereof. Fees provided for herein shall be prorated to their termination date. It is further understood that the termination of this Agreement does not affect in any way any obligations that may be due and owing to or by the Bank prior to the effective day of such termination. Further, termination of this agreement, in itself, does not relieve the Insurer of its obligation to maintain assets on deposit as required by laws, regulations and order administered or issued by the Department.

VIII. CHOICE OF LAW; ENTIRE AGREEMENT

19. This agreement shall be construed and interpreted according to the laws of the Commonwealth of Kentucky.

20. Except as otherwise provided herein, this Agreement signed by the parties constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms.

(Signature) (Date)

(Company Officer's Name and Title)

(Name of Company)

(Street Address)

(City) (State) (ZIP Code)

(Signature) (Date)

(Bank Officer's Name and Title)

(Name of Bank)

(Street Address)

(City) (State) (ZIP Code)

Sharon P. Clark (Date)
Commissioner
Department of Insurance